

EXHIBIT B

LEASE

between

CIRCUIT CITY STORES, INC.,

as Tenant

and

NORTH PLAINFIELD VF L.L.C.,

as Landlord

dated as of August 23, 2006

US Highway 22 and West End Avenue
North Plainfield, New Jersey

that Tenant's proposed alteration or modification adversely affects the structure of the Building, Landlord may by notice to Tenant require that Tenant modify such plans or specifications to avoid such adverse effect in any manner reasonably required by the independent structural engineer retained by Landlord. Tenant shall cause all alterations to the Premises to be constructed in a good and workmanlike manner, lien-free in accordance with paragraph 13 below, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any loss or damage suffered by Landlord as a result of Tenant's alterations.

(l) The rights granted to Tenant under this paragraph 12 with respect to alterations or modifications made by Tenant to conform with its then current stores, without Landlord's consent, shall apply to Tenant so long as the Tenant in possession of the Premises is Circuit City Stores, Inc., and to any assignee or sublessee of Tenant which is a National Tenant or Regional Tenant. Further, Tenant's prototypical alterations or modifications shall be deemed to include, at Tenant's option, the prototypical alterations or modifications for any permitted licensee or concessionaire of Tenant.

(m) Notwithstanding anything to the contrary in this paragraph 12, for so long as the interests of the sublessor and the sublessee under the Operating Lease shall be vested in the same entity or in related or affiliated entities, then Tenant's obligation to comply with the provisions of the Operating Lease shall not apply with respect to any alteration or modification proposed by Tenant.

13. Mechanics' Liens. Landlord and Tenant covenant to each other that they will not permit any lien to be filed against the Premises or the Shopping Center as a result of nonpayment for, or disputes with respect to, labor or materials furnished to the Premises or the Shopping

Center for or on behalf of Tenant, Landlord or any party claiming by, through, or under Tenant or Landlord, nor shall either party permit any judgment, lien or attachment to lie, as applicable, against the Premises or the Shopping Center. Should any lien of any nature, including but not limited to the foregoing, be filed against the Premises or Shopping Center, the party on account of whose actions such lien has been filed shall, within thirty (30) days after receipt of written notice of such lien, cause said lien to be removed, or otherwise protected against execution during good faith contest, by substitution of collateral, posting a bond therefor, escrowing of adequate funds to cover the claim and related transaction costs or such other method as may be permissible under applicable title insurance regulations and reasonably acceptable to the other party hereto.

14. Insurance.

(a) Tenant's Property Damage. During any time construction is being performed, Tenant shall keep or require its general contractor to keep, in full force and effect, a policy of builder's risk insurance covering loss or damage to the Improvements for the full replacement value thereof, including all of the coverages listed in subparagraph (e) below. During the Term, Tenant shall keep in full force and effect a policy of fire and extended coverage insurance insuring against fire and other casualties and risks covered by "All Risk" insurance covering loss or damage to the Improvements in the amount of full replacement value of the Improvements, with a commercially reasonable deductible, for which Tenant shall be fully responsible. Landlord, Landlord's first "Mortgagee" (as defined in paragraph 21 below) and to the extent required under the terms of the Underlying Leases, the Prime Lessors (as defined in Exhibit "A-2" attached hereto), shall be named in such policy or policies as additional insureds as their respective interests may appear. Tenant shall also carry business interruption insurance

applicable covenants of this paragraph 14. Each such certificate shall provide that no expiration, cancellation or material change in the insurance evidenced thereby shall be effective unless thirty (30) days' (except ten (10) days for cancellation due to non-payment of premiums) unconditional notice of such expiration, cancellation or material change shall have been given to the certificate-holder (and any Mortgagee, if applicable).

(i) Indemnities.

(1) For purposes of this Lease, "Claims" means any claims, suits, proceedings, actions, causes of action, responsibility, liability, demands, judgments, and executions, including costs of defense and other related costs.

(2) Subject to the provisions of subparagraph (g) above, Tenant hereby indemnifies and agrees to defend and save harmless Landlord and Mortgagees from and against any and all Claims, which either (i) arise from or are in connection with the possession, use, occupation, management, repair, maintenance or control of the Premises, or any portion thereof by Tenant and/or Tenant's agents, employees, licensees, assigns, concessionaires, subtenants and contractors (collectively, "Tenant's Agents"); (ii) arise from or are in connection with any act or omission of Tenant and/or Tenant's Agents; (iii) result from any default, breach, violation or non-performance of this Lease or any provision therein by Tenant and/or Tenant's Agents; or (iv) result in injury to person or property or loss of life sustained in the Premises, except if caused by the negligence, acts or omissions of Landlord, its agents, contractors or employees. Tenant shall defend any actions, suits and proceedings which may be brought against Landlord, any Mortgagee with respect to the foregoing or in which they may be impleaded. Tenant shall pay, satisfy and discharge any judgments, orders and decrees which may be recovered against Landlord or Mortgagee in connection with the foregoing. If any Claims for which Tenant is

obligated to indemnify, defend and save harmless Landlord under this paragraph 14(i) correspond to any Claims for which Landlord is obligated to indemnify, defend and save harmless the Prime Lessors under the Underlying Leases and Landlord requests Tenant to indemnify, defend and save harmless the Prime Lessors with respect to such Claims, then Tenant shall indemnify, defend and save harmless the Prime Lessors to the extent of the Claims for which Tenant is obligated to indemnify, defend and save harmless Landlord under this paragraph 14(i).

(3) Subject to the provisions of subparagraph (g) above, Landlord hereby indemnifies and agrees to defend and save harmless Tenant, from and against any and all Claims, which either (i) arise from or are in connection with the possession, use, occupation, management, repair, maintenance or control of the Shopping Center, or any portion thereof by Landlord, its agents, contractors or employees; (ii) arise from or are in connection with any act or omission of Landlord, its agents, contractors or employees; (iii) result from any default, breach, violation or non-performance of this Lease or any provision therein by Landlord and/or its agents, contractors or employees; or (iv) result in an injury to person or property or loss of life sustained in the Common Areas, unless caused by the negligence, acts or omissions of Tenant or Tenant's Agents. Landlord shall defend any actions, suits and proceedings which may be brought against Tenant with respect to the foregoing or in which Tenant may be impleaded. Landlord shall pay, satisfy and discharge any judgments, orders and decrees which may be recovered against Tenant in connection with the foregoing.

15. Damages by Fire or Other Casualty.

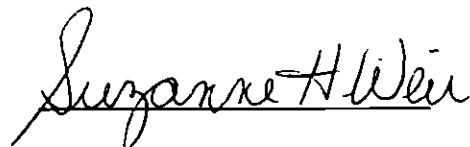
(a) Less Than Three Hundred Sixty-Five (365) Days to Repair. In the event of a fire, earthquake or other casualty, causing destruction or damage to the Premises and/or the

WITNESS the following signatures and seals:

LANDLORD

NORTH PLAINFIELD VF L.L.C.,
a New Jersey limited liability company

WITNESS:



By: Vornado Realty Trust,
as its Authorized Signatory

By: 

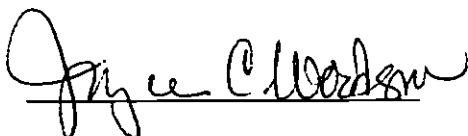
Name: Sandeep Mathrani

Title: Executive Vice President

Landlord's Tax I.D. No. _____

TENANT

WITNESS



CIRCUIT CITY STORES, INC.,
a Virginia corporation

By: 

Name: _____

Title: _____

John B. Mulleady

Vice President

Real Estate & Construction